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ATTORNEY FOR: **PLAINTIFF, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY;
Plaintiff,

vs.

UNITED STATES OF AMERICA;
Does I through V, inclusive,
Defendant.

) Case No:

) **COMPLAINT FOR DAMAGES**

) **AMOUNT OF DEMAND:**

) **\$4,721.39**

PLAINTIFF ALLEGES AS FOLLOWS:

FIRST CAUSE OF ACTION

1. That at all times mentioned herein and material hereto, Plaintiff was and is a corporation, entered, authorized and licensed to do, and is doing business in the State of California as an insurance company.

2. That at all times mentioned herein and material hereto, Defendant United States of America, is a governmental entity for which this court requires jurisdiction of the subject matter.

1 3. The claims herein are brought against the Defendants pursuant to Federal Tort
2 Claims Act 28 U.S.C. 2671 et seq. and 28 U.S.C. 1346(b) for money damages as
3 compensation for property damages caused by Defendants' negligence.

4 4. The true names or capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants named herein as Does I through V, are unknown to Plaintiff who
6 therefore sues said Defendants by such fictitious names, and Plaintiff will amend this
7 complaint to show their names and capacities when same have been ascertained.

8 5. At all times mentioned herein and material hereto, Defendants Does I through
9 V, were the agents, servants, and employees of the named Defendants, and were acting within
10 the course and scope of their authority as such agents, servants, and employees and with the
11 permission and consent of the named Defendants.

12 6. At all times mentioned herein and material hereto, Plaintiff provided insurance
13 coverage inclusive of liability, indemnity and property damage coverage to its insured Felicia
14 Zigman, insuring her 2016 BMW X1 with California license plate 7SVC311, per its Policy
15 No. 4307-247-75B.

16 7. Plaintiff has complied with the provisions of 28 U.S.C. 2675 of the Federal
17 Tort Claims Act in that a claim was presented to the appropriate federal agency of Defendants
18 on or about June 08, 2022, and said claim was denied by Defendants on or about January 18,
19 2023.

20 8. At all times mentioned herein and material hereto, Defendants and each of
21 them owned, operated, and maintained the vehicle described as a United States Postal Service
22 truck with truck number 0213000, driven by their employee, Anthony Blount.

23 9. Defendants and each of them owed a duty to Plaintiff's Insured to operate,
24 own, control, maintain, and entrust their vehicle in a reasonably prudent manner.

25 10. That on or about April 21, 2022, Defendants and each of them breached their
26 duty when they negligently operated, owned, controlled, maintained, and entrusted their
27 vehicle in such a way that it collided with the vehicle of Plaintiff's Insured at or near 6201
28

Whitworth Drive, in the city and county of Los Angeles, California, proximately causing the damages hereinafter described.

11. That as a direct and proximate result of said negligence and carelessness, Plaintiff's Insured's vehicle was damaged in the total sum of \$4,721.39.


12. That prior to the aforementioned date, Plaintiff issued to said Insured its policy of insurance, and did, pursuant to the terms and conditions of said policy, pay to said Insured, the sum hereinabove stated (less the deductible); and did thereby become subrogated to all of the rights of said Insured against the Defendants and each of them, to the extent of said rights, including assignment of the Insured's deductible.

13. Defendants and each of them knew or had reason to know their conduct caused the damages to Plaintiff's Insured's vehicle on the date of loss. Defendants failed to pay Plaintiff the full amount of the damages sustained by its insured.

WHEREFORE, Plaintiff prays for judgment against the Defendants and each of them, as follows:

1. For property damages in the sum of \$4,721.39;
2. For costs of suit incurred herein;
3. For interest at the legal rate from April 21, 2022;
4. For such other and further relief as this Court deems just and proper.

DATED: July 11, 2023


By: SUSAN M. BENSON, ESQ.
BENSON LEGAL, APC
ATTORNEY FOR PLAINTIFF